

AGREEMENT BETWEEN
LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
AND
RENAISSANCE PLANNING GROUP
FOR
2035 TRANSPORTATION PLAN
RSQ # 09-0035

This is an Agreement between the Lake-Sumter Metropolitan Planning Organization, hereinafter referred to as the MPO, by and through its Governing Board, and Renaissance Planning Group, a Florida corporation, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the MPO has publicly submitted a Request for Statements of Qualifications (RSQ), #09-0035, for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, RSQ #09-0035 did seek firms or individuals qualified to provide professional transportation and engineering services in support of the MPO's development of the 2035 Long Range Transportation Plan; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, MPO hereby engages CONSULTANT to provide professional transportation and engineering services for development of the 2035 Transportation Plan as set forth in the Scope of Services attached hereto and incorporated herein as **Exhibit A**.

2.2 This Agreement shall be effective immediately following the date of execution of the Agreement by the MPO; and will remain in effect until March 31, 2011.

2.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the MPO. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the MPO from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.4 CONSULTANT shall be responsible for obtaining all required federal, state or local permits, if any, required to complete the scope of services. The CONSULTANT shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the CONSULTANT, the CONSULTANT shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event CONSULTANT fails to correct the damage, the MPO shall have the option of correcting the damage and issuing a deductive change order to the CONSULTANT to deduct the amount of the corrective work from the contract balance.

Article 3. Payment

3.1 Payment for the Scope of Services shall be in the amount of \$121,570.00, excluding optional tasks, as set forth in the Scope of Services. Additional services not contemplated herein shall be based upon the hourly billing rates forth in **Exhibit B**. The CONSULTANT and MPO hereby agree that the hours of service set forth in the Fee Schedule are projected hours of service and that the CONSULTANT'S actual time may be more or less than the budgeted hours. The MPO shall pay the CONSULTANT only for the total fee agreed upon for the project.

3.2 Invoices shall be submitted in duplicate to the Lake Sumter MPO at 1616 South 14th Street, Leesburg, Florida 34748. Each invoice shall contain the RSQ number and a detailed description of specific project, services and fees.

3.3 CONSULTANT shall submit invoices upon the completion of each task. Alternative billing arrangements may be made upon written agreement of both the Executive Director of the MPO and the CONSULTANT.

3.4 The MPO shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.5 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in **Exhibit B**, if any, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded

and includes all overhead and administrative expenses in the event the hourly rates are used to negotiate additional services.

3.6 In the event a specific project is to be funded by state or federal monies, the CONSULTANT hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted.

Article 4. MPO Responsibilities

4.1 MPO shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. MPO shall designate one MPO staff member to act as MPO'S Project Administrator and/or Spokesperson.

4.2 MPO shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above, for required services timely submitted and approved and accepted by MPO in accordance with the terms of this Agreement.

4.3 The MPO will provide to the CONSULTANT all necessary and available GIS data, data developed and/or within the possession of the MPO, and any other data the MPO possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 Termination This Agreement may be terminated by the MPO upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the MPO until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of MPO with the required 30 day advance written notice, MPO shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by MPO for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the MPO'S Executive Director. No such consent shall be construed as making the MPO a party to the subcontract or subjecting the MPO to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the MPO must be through the CONSULTANT.

5.4 Insurance. The CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the MPO, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this contract by the CONSULTANT or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

CONSULTANT shall not commence work under the Agreement until MPO has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the MPO responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

Lake Sumter Metropolitan Planning Organization, 1616 South 14th Street, Leesburg, Florida 34748, shall be named as an additional insured.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the MPO of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the MPO, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the MPO.

Certificate holder shall be:

LAKE SUMTER METROPOLITAN PLANNING ORGANIZATION
1616 SOUTH 14TH STREET
LEESBURG, FLORIDA 34748

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the MPO. At the option of the MPO, the insurer shall reduce or eliminate such self-insured retentions; or the CONSULTANT shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The MPO shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subconsultant providing such insurance.

The CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the MPO evidencing coverage and terms in accordance with the CONSULTANT's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the MPO of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

5.5 Indemnity. CONSULTANT shall indemnify and hold MPO and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Governing Board of the MPO, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to

the extent resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of MPO. CONSULTANT shall have no authority to contract for or bind MPO in any manner and shall not represent itself as an agent of MPO or as otherwise authorized to act for or on behalf of MPO. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by MPO to CONSULTANT shall be and remain the property of MPO. CONSULTANT shall perform any acts that may be deemed necessary or desirable by MPO to evidence more fully transfer of ownership of all Tasks and/or deliverables to MPO. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and MPO recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. MPO'S alteration of CONSULTANT'S work product or its use by MPO for any other purpose shall be at MPO'S sole risk.

5.8 Return of Materials. Upon the request of the MPO, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the MPO all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the MPO pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE MPO BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the MPO. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the MPO shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the MPO. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the MPO from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the MPO determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16. Right to Audit. The MPO reserves the right to require CONSULTANT to submit to an audit by any auditor of the MPO'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the MPO for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the MPO to ensure compliance with applicable accounting and financial standards.

5.17 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the MPO shall be the property of the MPO and will be turned over to the MPO upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the MPO are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the MPO nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the MPO'S use which may include publishing in MPO documents and distribution as the MPO deems to be in the MPO'S best interests. If anything included in any deliverable limits the rights of the MPO to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures MPO that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Kate Ange, AICP
Principal
1201 South Orange Ave., Ste. 1200
Orlando, Florida 32801

If to MPO:

Pamela Richmond, AICP
MPO Project Manager
1616 South 14th Street
Leesburg, Florida 34748

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.


7.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Work
Exhibit B	Fee Schedule

Agreement Between Lake Sumter MPO and Renaissance Planning Group for 2035 Transportation Plan;
RSQ 09-0035

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: MPO through its Governing Board, signing by and through its Chairman, authorized to execute same by Board Action on the 27th day of May, 2009 and by CONSULTANT through duly authorized representative.

CONSULTANT


Name: Charles W. Blanton
Title: Vice President



MPO

LAKE SUMTER MPO, through its
GOVERNING BOARD


Ray Goodgame
Chairman

This 27th day of May, 2009.

Approved as to form and legality:


Sanford A. Minkoff
Attorney

EXHIBIT A: SCOPE OF SERVICES

Lake Sumter MPO – 2035 Transportation Plan
FINAL SCOPE OF SERVICES

Project Understanding

Recognizing the efforts already completed by Lake-Sumter MPO and the in-house staff resources available to develop the 2035 Transportation Plan, this scope of work describes the consultant team's role in supplementing these capabilities and providing a high level of strategic expertise on key tasks.

The MPO has taken a strong role in helping to build consensus on a preferred growth strategy for the two-county area (Our Community Our Future). They have also been proactive in identifying constrained and multimodal corridors, setting a strong framework that ultimately narrows the range of mobility alternatives to be tested and evaluated in the 2035 Transportation Plan. As such, the focus of alternatives for this plan will center on creative funding strategies, land use strategies and other corridor level mobility solutions to ensure cost feasibility of the desired transportation network.

The following summary of work tasks reflects this context and proposes an approach that utilizes a combination of in-house MPO staff and consultant resources to facilitate the desired planning process, engage the public and produce high quality plan documentation.

Task 1 Project Initiation

This initial task will involve a project kick off meeting between key consultant staff and MPO staff to review goals and expectations, exchange points of contact and data needs; and prepare a draft schedule of work tasks leading to adoption of the 2035 Transportation Plan in the Fall of 2010.

Task 2 Public Involvement Plan

The *Public Involvement Plan* has been developed by MPO staff. The consultant will review the plan and offer suggestions for enhancements based on best practices in public outreach and desired plan outcomes. This includes discussions of specific techniques, tools and venues for public outreach, as well as any creative or unique strategies including visualizations and interactive workshops. The focus of this effort will be to identify opportunities for engaging and educating the public on land use and transportation integration as well as providing opportunities to demonstrate the evolution of development patterns over time relative to transportation investments.

Task 3 – Review Existing Plans

Prior to Task 1, Renaissance Planning Group will conduct preliminary research to identify a list of prior plans, projects, issues and data sets deemed relevant to the 2035 Transportation Plan and

present this at staff work session for review and discussion. Examples include the Lake County Trails Masterplan, the Lake County Transit Development Plan, the Sumter County Transit Development Plan, relevant Rail and Aviation plans, regional plans and state plans. This includes a review of public input and comments received to date on the development of the 2035 Transportation Plan. Once documentation and data needs are identified and collected, the consultant will work with staff to prepare summary mapping highlighting the relevant issues and opportunities germane to framing the 2035 Transportation Plan. The purpose of this task will be to identify the top land use and mobility issues for the plan, as well as document any previously identified project needs or specific corridor issues that will need to be considered during the needs assessment phase.

Task 4 Develop Goals and Objectives

The *Goals and Objectives* as adopted by the MPO Board will be used to guide the 2035 Transportation Plan development process. The *Goals and Objectives* (GOs) will also play a critical role in the development of performance measures that will be used to aid in project prioritization and ultimately the development of the cost feasible plan. The goals and objectives will be developed to be consistent with relevant federal, state, regional and local goals and objectives (i.e. SAFETEA-LU, SHSP, SRPC, STP, Lake and Sumter Comprehensive Plans, TDP, etc.). Engaging the public in the development of the goals and objectives is an important and valuable step in the planning process. The consultant will work with the MPO staff during development of the PIP to identify the specific strategies to most effectively accomplish this task. In addition, the GOs will be crafted to not only reflect current policy, laws and public input, but also in anticipation of pending legislation, they could address a host of issues including but not limited to:

- limiting greenhouse gas emissions
- reducing energy dependence on foreign oil producers; and
- providing for more livable and sustainable urban areas
- incorporating the HSWG core principles (the 4 C's)
- embracing more robust multimodal strategies to addressing long term mobility needs

The consultant will work with staff to identify the framework for the GOs development given the federal, state, regional and local contexts and provide review comments on staff developed GOs.

Task 5 Enhance Performance Measures and Project Evaluation Criteria

Concurrent with Task 4, the consultant will play an advisory role to staff to create enhanced performance measures specifically aimed at providing quantifiable indicators to monitor the implementation of objectives outlined in the 2035 Transportation Plan. Creating performance measures will entail an iterative process with the MPO requiring an overall assessment of data availability and monitoring capabilities; and existing project prioritization and congestion management processes to arrive at a framework for crafting performance measures. Similar to the development of the GOs, performance measures will be MPO specific as well as regional in nature pursuant to other efforts by FDOT District 5 MPOs to reach consensus on regional goals.

Once a set of draft performance measures is developed, staff will develop specific project evaluation criteria to help align project priorities with the adopted goals and objectives. These performance measures and project evaluation criteria will then be tested against a handful of project needs to determine if further refinements are needed. Where possible, the criteria will be quantifiable, so potential projects can be objectively evaluated.

Task 6 Financial Resources Plan

The Financial Resources Plan will be developed as a joint effort between the MPO and CONSULTANT. The MPO will be primarily responsible for collecting data and information to support the Financial Resources Plan. The CONSULTANT will be primarily responsible for analyzing the data and providing guidance and direction. The MPO will provide draft documentation and the CONSULTANT will provide comments to the MPO for their consideration to incorporate into the final documents.

Early in the study process, the MPO/CONSULTANT shall produce a Preliminary Financial Resources Plan. This Plan will be based on data gathered by MPO staff representing available local and private revenues for Lake and Sumter counties. The CONSULTANT will gather information pertaining to state and federal revenues based on guidance from FDOT District 5. This effort will build upon the Lake County Transportation Alternative Funding Task Force recommendations, bringing new information forward as it becomes available while maintaining the momentum provided by the efforts of the Task Force. All revenues shall be identified by source (local, State, Federal, and private). The Preliminary Financial Resources Plan will be considered in the development of the Goals and Objectives, as well as in development of alternative actions/strategies for the 2035 Transportation Plan.

The CONSULTANT will summarize the financial resources (both historic and projected) in cooperation with MPO staff. The financial resources for local governments and transit agencies will consider the approved budgets for 2010 (for example, the Lake and Sumter County budgets will be for 2009/2010 anticipated to be finalized in September 2009). Due to the submittal date for the Transportation Plan, the financial resources will not be updated to reflect the budgets for 2011. Transit agencies and FDOT will identify projected State and Federal funds available for the 2035 Transportation Plan. Any restrictions on funding sources, such as bond commitments, shall be identified by the agency supplying the estimates.

Potential implications of recent growth management changes will be identified, including the automatic Transportation Concurrency Exception Areas created for dense urban land areas and the potential for a statewide mobility fee replacing concurrency and possibly impact fees.

Funds (both public and private) projected for the 2035 Transportation Plan must be reasonably available, but do not need to be available or committed at the time of documentation. Therefore, new funding sources, or those that require formal steps before the funds can be committed, can

be considered. However, strategies to ensure the availability of these new sources must be included in the adopted Financial Resources Plan.

All identified funding sources must include some degree of commitment as to their availability. Local and private sources that have not historically been used for transportation purposes must include a written commitment by the responsible party of the funds. If for State, local or private sources that have not historically been identified, and a written commitment cannot be made, then those funds must be demonstrated to be reasonably available.

Federal funds that are distributed by formula and are projected based on the FDOT's "District Five 2035 Revenue Forecast for Metropolitan Areas," can be considered as available funding. However, Federal funding that is distributed on a discretionary basis beyond that currently authorized should be demonstrated to be reasonably available.

As alternative transportation plans are refined, the cost to implement these plans and maintain the existing system will be determined by the MPO/CONSULTANT. The costs and projections of revenue shall be based on historic trends, existing conditions, and the FDOT's "District Five 2035 Revenue Forecast for Metropolitan Areas." The costs of the alternative transportation plans will be compared to the available and projected revenues and/or revenue sources to cover any shortfalls, including strategies for ensuring their availability for any proposed transportation investments.

The initial balancing of revenues and costs will be accomplished by adjusting the revenues to present value. Once the implementation schedule is identified for the various improvements, costs and revenues will be converted to their future value (to match the implementation schedule) to represent a year of expenditure funding plan.

Strategies to obtain new funding sources should include information such as how support of public, elected officials, the business community, and special interest groups will be gained. Historical data documenting how similar types of funding were obtained, such as tax increases or voter approval of new bond issues should be included in the plan. If efforts to obtain new revenue sources have already begun, the amount of support and/or opposition for the measure should be identified. Any plan to implement innovative financing techniques should include specific actions that will be required, the amount of commitment required by each responsible party, and a schedule of the steps to be taken.

The Financial Resources Plan shall identify the projects by the year they will be implemented using current revenue sources, and which projects will use proposed new revenue sources for the 5-year periods ending in 2015, 2025, 2030 and 2035. The implementation schedule will be based on the Cost Feasible 2035 Transportation Plan. It should also be noted that funding required to operate and maintain the existing transportation system, including capital investments, has priority.

The MPO/CONSULTANT will update and finalize all information from the Preliminary Financial Resources Plan to be incorporated into the adopted Financial Resources Plan.

Task 7 Develop 2035 Needs Assessment, Project Strategies and Funding Alternatives

The focus of this task will be to assess and prepare a range of funding alternatives to address the desired 2035 transportation project needs. Another element of this phase will be the public outreach and visualization components necessary to begin addressing the change in development patterns over time as envisioning with future transit investments.

The MPO has been working over the last several months to develop a preferred land use strategy for the Lake-Sumter MPO planning area. This preferred land use strategy is reflected in GIS and zdata formats. The consultant will work with MPO staff to review and understand the final socio-economic zdata sets to be handed over to FDOT for use with the travel demand model and identify potential mobility needs within the 2035 time horizon.

Concurrent with the schedule of other FDOT District 5 regional MPO partners, FDOT will conduct travel demand model runs to identify roadway deficiencies on the 2035 transportation network. Renaissance will review this data with MPO staff and to identify key transportation project needs. Rather than prepare a “wish list” capacity needs plan, Renaissance will work with staff focus the needs assessment effort at the corridor level to identify top corridors for consideration of a range of mobility solutions. These strategies could include capacity improvements, transit enhancements, multimodal infrastructure enhancements, operational improvements and ITS solutions, land use changes, reductions in adopted levels of service, etc. Working collaboratively with MPO staff, this effort will result in the creation of a more strategic corridor needs assessment that identifies a range of possibilities to address future needs. Order of magnitude cost estimates will be prepared for specific projects on specific corridors.

Once a range of project investment strategies are identified, Renaissance will work with MPO staff to develop a range of funding scenarios in support of creating the 2035 Transportation Plan. These scenarios will reflect not only varying revenue strategies and assumptions, but could also vary by project composition. Renaissance will partner with staff to work these alternatives through the public process with the aim of reaching consensus on a single funding scenario. Based on the Cost Feasible Plan, Renaissance will also partner with the MPO staff to develop the Strategies to Address Unmet Needs.

Concurrent to this effort, Renaissance will work with MPO staff to identify 3-4 specific locations across the two-county area to create 3-D visualizations of before and after imagery reflecting the evolution of development patterns over the next 30-40 years reflecting future transit investments. The purpose of this task is to create visualizations for the public to demonstrate the land use and transportation linkages and how the two-county’s could develop differently given the investments in transit and other multimodal measures.

TASK 8 – OPTIONAL TASK – Additional Model Runs

This task will be executed on an as needed basis to support the testing and evaluation of alternative transportation scenarios. Per MPO direction, this task would cover efforts required to conduct a second model run of the CFRPM 5.0. This includes coding in additional projects and/or strategies to address system deficiencies and conducting the model runs to quantify the results.

TASK 9 – Final 2035 Transportation Plan Documentation

Renaissance will assist MPO in the final documentation of the plan. Inherent in this support is the notion that the majority of the written content will be generated by MPO staff throughout the planning process so that the final documentation represents more of synthesis and compilation phase. Renaissance will pull together preliminary content from the client and prepare some draft templates for client review. Once an overall layout and graphic design framework is defined, we will proceed with producing a draft document for client review. Renaissance will conduct a worksession with the staff to review, in detail the first draft and talk through all comments. Once there is consensus on final revisions, Renaissance will proceed with production of the final draft. Final documentation will be provided to the client in Adobe PDF formats, as well as in the original InDesign file format.

TASK 10 – Ongoing Support for Public Outreach

The consultant shall support MPO staff in the participation in public workshops, committee and board briefings on an as needed basis per direction of MPO staff.

LAKE-SUMTER MPO 2035 Transportation Plan - Cost Estimate

Title: Loaded Hourly Rate	PM	Deputy PM	RP	Sr Planner	Tr Planner	GIS/Graphi cs	Total Hours	Labor Cost	Sub Expense	Total Cost
	\$ 158.12	\$ 126.47	\$ 183.26	\$ 110.68	\$ 81.22	\$ 57.50				
Descriptions										
T1 Project Initiation							14	\$ 1,960	\$ 400	2,360
Kick off meeting and project schedule	6	8					14	\$ 1,960	\$ 400	2,360
T2 Develop PIP							6	\$ 949	\$ -	949
Assist staff in refining PIP	6						6	\$ 949		949
T3 Review Relevant Plans & Data							66	\$ 7,945	\$ 400	8,345
Conduct staff meeting to discuss data needs and sharing protocols	6	8					14	\$ 1,960	\$ 400	2,360
Collect, review and synthesize relevant materials	2	8			8	8	26	\$ 2,438		2,438
Worksession with staff to discuss issues & opps map	6	8	6		6		26	\$ 3,547		3,547
T4 Develop Goals and Objectives							2	\$ 316	\$ -	316
Assist staff in development of goals and objectives	2						2	\$ 316		316
T5 Develop Performance Measures							2	\$ 316	\$ -	316
Assist staff in development/refinement of performance measures	2						2	\$ 316		316
T6 Develop Financial Resources							-	\$ -	\$ 18,028	18,028
Review Lake Co. Revenues (Data from Task Force)							0	\$ -	\$ 2,580	2,580
Review Project Sumter Co. Revenues							0	\$ -	\$ 2,580	2,580
Compile State/Federal Revenues							0	\$ -	\$ 2,580	2,580
Identify other revenue Alternatives							0	\$ -	\$ 3,728	3,728
Document Preliminary Financial Resources							0	\$ -	\$ 1,431	1,431
Develop cost estimates for roadway improvements							0	\$ -	\$ 2,133	2,133
Develop Year of Expenditure Costs							0	\$ -	\$ 1,566	1,566
Support Documentation Financial Resources Plan							0	\$ -	\$ 1,431	1,431
							0	\$ -		0
T7 Needs Assessment, Funding Alternatives & Strategies							536	\$ 57,247	\$ 10,300	67,547
Review socio-economic data sets	4	4			4	8	20	\$ 1,923		1,923
Review of T3 results to identify corridors/roadways in play	2	2			4	8	16	\$ 1,354		1,354
Review of model results identifying 2035 deficiencies	6		4		8		18	\$ 2,331		2,331
Conduct staff worksession to identify project needs and strategies	8	8	8		8		32	\$ 4,392		4,392
Work with staff to code in project needs for modeling	2				4		6	\$ 641		641
Conduct worksession review results & identify additional non-transit/capacity stra	6	6	6		6		24	\$ 3,294	\$ 2,400	5,694
Support staff in preparing planning level cost estimates	2	2			2	8	14	\$ 1,192	\$ 4,400	5,592
Conduct staff worksession to identify preliminary cost scenarios	8	8			8		24	\$ 2,926		2,926
Identify strategies to address unmet needs	8		2		8		18	\$ 2,281	\$ 1,100	3,381
Refine cost scenarios and prepare mapping/images for public	4				8	8	20	\$ 1,742	\$ 2,400	4,142
Identify transit opportunity areas (up to 4) for before/after visualizations	8				8		16	\$ 1,915		1,915
Prepare before/after Sketch-up models for each	8		4	24	120		156	\$ 14,400		14,400
Conduct worksession to present draft Sketch-up models	8				8		16	\$ 1,915		1,915
Finalize sketch up models	2			6	12		20	\$ 1,955		1,955
Prepare summary presentation w/3-D visualization & cost scenarios	8	4		8	24		44	\$ 4,605		4,605
Finalize preferred cost feasible scenario & funding alternatives	12			24			36	\$ 4,554		4,554
Work with staff to prepare summary mapping/documentation	16			8	24	8	56	\$ 5,825		5,825
T8 Optional Task - Additional Model Runs and Testing							95	\$ 8,699	\$ 400	9,099
Code in projects/strategies and conduct additional model run	8	2			16	45	71	\$ 5,405	\$ 400	5,805
Conduct worksession review results & identify additional non-transit/capacity stra	6	6	6		6		24	\$ 3,294		3,294
T9 Develop 2035 Plan Documentation							134	\$ 12,282	\$ 0	12,282
Worksession to review preliminary outline/content responsibility	6						6	\$ 949		949
Worksession to review page layout/documentation options	6						6	\$ 949		949
Drafting of Plan/Layout - Draft 1	6					32	38	\$ 2,789		2,789
Worksession to review comments on Draft 1	6						6	\$ 949		949
Drafting of Plan/Layout - Draft 2	6					24	30	\$ 2,329		2,329
Worksession to review comments on Draft 2	6					6	12	\$ 1,294		1,294
QC/QC Final Plan Documentation		8					8	\$ 1,012		1,012
Final Plan Documentation	4					24	28	\$ 2,013		2,013
T10 Participation in key outreach meetings							72	\$ 10,826	\$ 600	11,426
	40	24	8				72	\$ 10,826	\$ 600	11,426
Total Hours:	236	106	44	70	292	179	927			
Loaded Labor \$:	\$ 37,316	\$ 13,405	\$ 8,063	\$ 7,748	\$ 23,715	\$ 10,293		\$ 100,541	\$ 30,128	\$ 130,669
Direct Expenses (unit)	Units	Rate	Total							
Air Travel (round trip)			\$ -							
Auto Travel (miles or rental car per day)	800	\$ 0.505	\$ 404							
Per Diem (daily hotel and meals)			\$ -							
Copies (pages * BW/Color)	500	\$ 0.75	\$ 375							
Mailing (express deliveries)	5	\$ 30.00	\$ 150							
Other			\$ -							
Total			\$ 929							
Subconsultants										
Kimley Horn & Associates			\$ 30,128							
Total:			\$ 30,128							
Total Labor:								\$ 100,541		
Direct Expenses:								\$ 929		
Subconsultants:								\$ 30,128		
Total Expenses:								\$ 31,057		
Total Costs LUMP SUM FEE								\$ 121,570		
Total Costs OPTIONAL NOT TO EXCEED								\$ 9,099		

EXHIBIT B: FEE SCHEDULE

Renaissance Planning Group
Hourly Rates - FY 2009
July 1, 2008 - June 30, 2009

Key Staff	Professional Classification	Unloaded Hourly	Loaded Hourly (2.99 Multiplier)
Whit Blanton	Senior Project Manager III	\$ 81.29	\$183.26
Frank Kalpakis	Senior Project Manager III	\$ 80.02	\$179.46
Richard Tillery	Senior Project Manager III	\$ 65.29	\$165.31
Kate Ange	Senior Project Manager III	\$ 62.66	\$158.12
Brad Sheffield	Project Manager - II	\$ 42.50	\$127.07
Alan Steinbeck	Project Manager - II	\$ 42.30	\$126.47
Glen Duke	Senior Technical Director/GIS	\$ 40.96	\$122.46
Nick Lepp	Transportation Planner	\$ 38.30	\$114.51
Karen Kiselewski	Senior Planner	\$ 37.02	\$110.66
Chris Chritton	Senior Planner	\$ 33.65	\$100.61
Stephanie Striefel	Project Planner	\$ 27.16	\$81.22
Timothy Whaler	Planner	\$ 23.54	\$70.39
Pinky Bomb	Planner	\$ 21.63	\$64.69
Alex Bell	Project Planner	\$ 21.63	\$64.69
Jim McGregor	Planner/GIS	\$ 19.23	\$57.60
Amanda Cerchiara	Administrative	\$ 18.03	\$53.91
Scott Sinclair	Technician	\$ 17.00	\$50.83

Loaded Hourly based on 171.82% overhead and 10% fee